

**CONTRACT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS
AND INFRASTRUCTURE FOR
RIVER OAKS**

THIS CONTRACT, made and entered into this _____ day of _____, 20____, by and between _____, hereinafter referred to as Developer, and Martin County, a political subdivision of the State of Florida, hereinafter referred to as County.

W I T N E S S E T H:

WHEREAS, the Developer has made application to County for approval and recordation of the plat of River Oaks; and

WHEREAS, completion of certain improvements and infrastructure is required prior to plat recordation; and

WHEREAS, the County Engineer, or his designee, hereinafter referred to as the County Engineer, accepted an Engineer's Opinion of Probable Cost that itemized the total cost of all improvements to be \$689,042.25, which includes the water distribution and wastewater collections systems that will be sold to Martin County; and

WHEREAS, the Developer's Engineer has furnished a partial Engineer's Certification of Construction Completion to the County Engineer for acceptance and the County Engineer performed a site acceptance inspection of the constructed improvements and determined that all of the improvements and infrastructure are complete, except for certain "punch-list" items; and

WHEREAS, Section 4.913.B, Land Development Regulations, Martin County Code, provides that in lieu of completion of the required improvements and infrastructure prior to plat recordation, security may be posted to insure completion.

NOW THEREFORE, the Developer and County agree as follows:

1. By June 1, 2020, Developer shall complete the "punch-list" items for the above referenced project pursuant to the final site plan approved on June 1, 2018, and construction plans accepted by the County Engineer. The itemized list of the "punch-list"

items is more particularly set forth in Exhibit A, attached hereto and made a part hereof.

2. The Developer shall supply the County with security, in a form acceptable to the Board of County Commissioners, in the amount of \$124,922.43. Said security is attached as Exhibit B, which represents one hundred percent (100%) of the estimated cost of the completion of the “punch-list” items, as submitted by a professional engineer licensed in the State of Florida and accepted by the County Engineer and as shown on Exhibit A, plus ten percent of the estimated cost of the required improvements and infrastructure (less the cost of the Martin County water distribution and wastewater collection systems). The expiration date for this warranty security shall be no sooner than fifteen (15) months after the completion date for the required improvements as set forth in Paragraph 1 above, which is comprised of the warranty period plus three months.

3. The required “punch-list” items shall be constructed in full compliance with the specifications and requirements of the County under the supervision of Developer's Engineer. When complete, Developer's Engineer shall furnish a final Engineer's Certification of Construction Completion to the County Engineer for acceptance.

4. The warranty security shall be held for fifteen (15) months from the date of the final acceptance by the County Engineer, at which time the Developer's Engineer shall request its release and the County Engineer will perform a final inspection. If all improvements and infrastructure, including “punch-list” items, are free of defects due to faulty field engineering, construction, workmanship, or materials, the warranty security shall be released by the County Engineer.

5. In the event the required improvements and infrastructure are not completed by the date set forth in Paragraph 1, or Developer fails to maintain the required security as set forth in Paragraph 2, or the County is advised that the term of the required security will not be extended, County shall have, and is hereby granted, the right to cause the required improvements and infrastructure to be made and to use the security provided herewith for payment of all costs and expenses incurred in the construction thereof, including but not limited to, engineering, legal, and contingent costs. Furthermore, it is agreed by the parties hereto that County shall be reimbursed from the security provided for any damages, either direct or consequential, which the County may sustain as a result

of the failure of Developer to carry out and execute all of the provisions of this Contract. County shall have the option to construct and install the required improvements with County employees and equipment, or pursuant to public advertisement and receipt of bids, in the event of Developer's failure or refusal to do so in accordance with the terms of this Contract. In the event that the total costs incurred in construction and full completion of the improvements exceeds the amount of security provided, such additional costs shall be paid by Developer on written demand by the County Engineer.

6. Developer designates the following person as its representative to be contacted and to receive all notices regarding this Contract:

Name

Address

City, State and Zip

Telephone

IN WITNESS WHEREOF, the parties hereto have executed these presents on the dates indicated below. The date of this Contract shall be the date on which this Contract was approved by the Board of County Commissioners.

Exhibit A – Engineer's Opinion of Probable Cost

Exhibit B – Security Form

OWNER / DEVELOPER

WITNESSES:

Name _____

Name _____

CORPORATION:

Name of Corporation

By: _____

Name _____

Title: _____

Attest:

Secretary

Date: _____

Address: _____

STATE OF _____]
COUNTY OF _____]

The foregoing Contract for Construction of the Required Improvements and Infrastructure for River Oaks was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of River Oaks, LLC, a limited liability corporation () by means of physical presence or () online notarization. He/she is () personally known to me or has produced _____ as identification.

[NOTARY STAMP]

Name: _____

My Commission Expires: _____

COUNTY

ATTEST

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

Carolyn Timmann, Clerk of the
Circuit Court and Comptroller

Harold E. Jenkins II, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Krista A. Storey
Senior Assistant County Attorney